

District Name: _____

**Iowa's Race to the Top
Participating Local Education Agency (LEA)
Memorandum of Understanding**

Purposes:

Signing this Memorandum of Understanding is required for districts to access their share of the 50 percent of Iowa's Race to the Top funds that will be allocated directly to participating districts.

Instructions to Complete Participating LEA Memorandum of Understanding (MOU) if your district wishes to participate:

1. Fill in District name (complete name spelled out) on this cover page and on page 2.
2. Have the school board president sign on the last page (required) and make every effort to obtain the signatures of the superintendent and local teachers association president.
3. Return signed MOU and Exhibit I—Preliminary Scope of Work.
 - a. Email a signed MOU in PDF format to Bonnie McIntosh at bonnie@westwinded.com by 4:30 p.m. on May 14, 2010.
 - b. Call Bonnie McIntosh to confirm receipt: 877-354-9378 ext. 102 (toll free).
4. If the State is awarded a Race to the Top grant, participating LEAs must submit a Final Scope of Work within 90 days from the date of the award. The Final Scope of Work Award must contain a detailed work plan consistent with the preliminary scope of work aligned with the State's grant application, and must include the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures. The Department will develop a template for the Final Scope of Work and disseminate it to Participating LEAs.
5. Contact Kevin Fangman at Kevin.Fangman@iowa.gov or 515-281-3333 if you have any questions about the contents of the MOU.
6. Contact Bonnie McIntosh at bonnie@westwinded.com or 877-354-9378 ext. 102 with technical questions about submitting the MOU.

**IOWA’S RACE TO THE TOP
PARTICIPATING LOCAL EDUCATION AGENCY
MEMORANDUM OF UNDERSTANDING (MOU)**

I. SCOPE OF WORK:

This Memorandum of Understanding (“MOU”) is entered into by and between the Iowa Department of Education (“Department”) and _____ (“Participating LEA”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the Department in its implementation of an approved Race to the Top grant application. Exhibit I, the Preliminary Scope of Work, indicates that the Participating LEA agrees to implement all listed components of the State’s proposed reform plans, should the State’s application be approved by the U.S. Department of Education (USED).

II. PROJECT ADMINISTRATION:

A. PARTICIPATING LEA RESPONSIBILITIES:

The Participating LEA will assist the Department in implementing the tasks and activities described in the State’s Race to the Top application, should the State’s application be approved by the USED. The Participating LEA subgrantee will:

- 1) Implement the Participating LEA plan as identified in Section VI of this agreement.
- 2) Actively participate in all relevant meetings, communities of practice, or other practice-sharing events that are organized or sponsored by the Department or by USED.
- 3) Participate, as requested, in evaluations of this grant conducted by the Department or USED.
- 4) Be responsive to Department or USED requests for information including the status of the project, project implementation, outcomes, and any problems anticipated or encountered.
- 5) Provide appropriate professional development to teachers and administrators to successfully implement activities outlined in the scope of work.
- 6) Participate in meetings and telephone conferences with the Department to discuss:
(a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. DEPARTMENT RESPONSIBILITIES:

In assisting the Participating LEA in implementing its tasks and activities described in the State's Race to the Top application, the Department grantee will:

- 1) Work collaboratively with and support the Participating LEA in carrying out the LEA Plan as identified in Exhibit I of this agreement.
- 2) Distribute the Participating LEA's portion of Race to the Top grant funds in a timely manner during the course of the project period and in accordance with the LEA Plan.
- 3) Provide feedback on the Participating LEA's status updates, annual reports, any interim reports, and project plans and products.
- 4) Provide or coordinate technical assistance, professional development, and other necessary support.
- 5) Align the detailed scope of work, to the extent possible, with the Iowa Core Implementation Plan.

C. JOINT RESPONSIBILITIES:

- 1) The Department and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the Department and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) Department and Participating LEA grant personnel will work together to determine appropriate timelines for project updates throughout the whole grant period.
- 4) Department and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

D. DEPARTMENT RECOURSE FOR LEA NON-PERFORMANCE:

If the Department determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the Department will take appropriate enforcement action, which could include a collaborative process between the Department and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES:

The Participating LEA hereby certifies and represents that it:

- A. Has all requisite power and authority to execute this MOU.
- B. Is familiar with the Participating LEA's requirements within the State's Race to the Top grant application and is supportive of the goals and plans for implementation and is committed to working on all applicable portions of the State Plan.
- C. Agrees to be a Participating LEA and will implement those portions of the State Plan indicated in Section VI, if the State application is funded.
- D. Will provide a Final Scope of Work in a format provided by the Department. The Final Scope of Work will describe the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan") in a manner that is consistent with the Preliminary Scope of Work (Section VI) and with the State Plan. The Final Scope of Work is due and must be submitted no later than 90 days after the grant is awarded to the State of Iowa, should the State be awarded the grant.
- E. Will comply with all of the terms of the grant, the Department's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program (www2.ed.gov/programs/racetothetop/legislation.html, <http://coolice.legis.state.ia.us/Cool-ICE/default.asp?Category=billinfo&Service=Billbook&menu=false&hbill=SF2033>) and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98, and 99; www2.ed.gov/about/offices/list/osdfs/edgar2008.pdf).
- F. The signatories agree to work together in good faith to implement those portions of Iowa's Plan indicated in the Preliminary Scope of Work. Nothing in this MOU shall be construed to override any rights or duties as provided by collective bargaining law or collective bargaining agreements. The LEA and the local collective bargaining agent agree to negotiate in good faith, and those portions subject to collective bargaining shall be implemented only upon the agreement of the LEA and the local bargaining agent.

IV. MODIFICATIONS:

This MOU may be amended only by written agreement signed by each of the parties to the MOU, and in consultation with USED.

V. DURATION/TERMINATION:

This MOU shall be effective beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

In general, the Iowa Department of Education will agree to termination by a district that shows that compliance with the MOU will cause an undue burden to the district because either pertinent information has substantially changed since the signing of the MOU or additional specific information was developed after the signing of the MOU.

In order to participate, the LEA must agree to implement all portions of the State Plan as detailed in the attached Exhibit I, and return the signed MOU in PDF format by email to bonnie@westwinded.com no later than 4:30 p.m. on May 14, 2010.

VI. PRELIMINARY SCOPE OF WORK

Participating LEA (hereafter “LEA”) hereby agrees to participate in implementing the State Plan in each of the areas identified below. The elements below are numbered to correspond with the sections in the Race to the Top application [Sections (A), (B), (C), and (D) and subsections within].

Elements of State Reform Plan	
(A) State Success Factors	
(A)(1) Articulating the State’s education reform agenda	Comments from LEA (optional)
Agreement 1. LEA will develop a plan for competency-based credit or promotion for a grade span, content area, or 21st-century skill to further expand Iowa Core Implementation by at least the end of the third year of Iowa’s Race to the Top program, using guidance from the pilot State project, and will begin implementing the plan during the fourth year.	
(A)(2) Building strong statewide capacity to scale up, implement and sustain proposed plans	Comments from LEA (optional)
Agreement 2. LEA will take part in a survey in the fall of 2010 to gather baseline data necessary for tracking the effectiveness of reforms. (Costs of the evaluation will be covered by other entities.)	

Agreement 3. LEA affirms it will work with community members and other supporting agencies in implementing the Race to the Top program.	
Agreement 4. LEA will collaborate with other school districts, AEAs, community colleges, higher education institutions, and other supporting agencies to meet the requirements of the Race to the Top program.	
(A)(3) Demonstrating significant progress in raising achievement and closing gaps	Comments from LEA (optional)
Agreement 5. LEA will demonstrate in an annual report to the public progress on increasing achievement overall and reductions in achievement disparities among subgroups of students.	
(B) Standards and Assessments	
(B)(3) Supporting the transition to enhanced standards and high quality assessments	Comments from LEA (optional)
<p>Agreement 6. LEA will implement a local instructional improvement program to ensure students acquire essential concepts and skills embodied in the Iowa Core, which shall include the Common Core Standards. Such a program incorporates:</p> <ul style="list-style-type: none"> • a strong and enacted curriculum, • effective curricular materials, • professional development, • district-wide balanced assessment system, and • the use of information on student achievement and growth to inform and improve instruction. 	
Agreement 7. LEA will share data/information/lessons learned on implementation of their instructional improvement program with the State.	
Agreement 8. Once the data platform is operational, LEA will submit examples of student work to the Department for the purpose of developing multiple, authentic measures of student achievement and growth, respecting student confidentiality.	

(C) Data Systems	
(C)(3) Using data to improve instruction:	
(i) Use of local instructional improvement systems	Comments from LEA (optional)
Agreement 9. LEA will collect and submit samples of teacher work for the purpose of professional development, respecting teacher confidentiality.	
Agreement 10. LEA will implement a local instructional improvement system to provide teachers, principals, and administrators with the information and resources they need to inform and improve their instructional practices, decision making, and student achievement and growth.	
(ii) Professional development on use of data	Comments from LEA (optional)
Agreement 11. LEA will offer professional development to teachers, principals, and administrators on using data in the balanced assessment and instructional improvement systems.	
(iii) Availability and accessibility of data to researchers	Comments from LEA (optional)
Agreement 12. LEA will make data on student achievement and growth available to researchers as appropriate and as allowed by the Family Educational Rights and Privacy Act (FERPA) with respect to student and teacher confidentiality.	
(D) Great Teachers and Leaders	
(D)(2) Improving teacher and principal effectiveness based on performance:	
(i) Measure student growth	Comments from LEA (optional)
Agreement 13. LEA will contribute to the development of authentic/multiple measures of student achievement and growth (described in section B).	
(ii) Design and implement evaluation systems	Comments from LEA (optional)
Agreement 14. LEA affirms it engages in teacher, principal,	

and superintendent evaluation as required in the Iowa Code.	
Agreement 15. LEA, in collaboration with its teachers association, will implement by the end of the grant period student achievement and growth as a significant factor in teacher, principal, and superintendent evaluation.	
(iii) Conduct annual evaluations	Comments from LEA (optional)
<p>Agreement 16. LEA affirms that:</p> <ul style="list-style-type: none"> (a) for teachers holding an initial license, it conducts annual summative evaluations; (b) for career teachers with a standard license, it conducts formative evaluations of performance every first and second year of the evaluation cycle for each teacher and a summative evaluation every third year; (c) for principals with an initial license, it conducts annual summative evaluations; (d) for principals with a professional administrator license, it conducts formative evaluations of performance every first and second year of the evaluation cycle for each principal and a summative evaluation every third year; (e) for superintendents, it conducts formative evaluations of performance every first and second year of the evaluation cycle and a summative evaluation every third year. 	
Agreement 17. LEA affirms that all teacher and principal evaluations are conducted by licensed evaluators.	
(iv)(a) Use evaluations to inform professional development	Comments from LEA (optional)
Agreement 18. LEA affirms it uses evaluation information to inform individual and school/district-wide professional development.	
(iv)(b) Use evaluations to inform promotion and retention	Comments from LEA (optional)
Agreement 19. LEA affirms it uses teacher, principal, and	

superintendent evaluations to inform decisions about employment as provided in the Iowa Code.	
(iv)(c) Use evaluations to inform tenure and/or full certification	Comments from LEA (optional)
Agreement 20. LEA affirms it uses beginning teacher evaluations to determine tenure decisions and recommendations for continued state licensure.	
(iv)(d) Use evaluations to inform removal	Comments from LEA (optional)
Agreement 21. LEA affirms it uses teacher, principal, and superintendent evaluations to inform decisions about employment as provided in the Iowa Code.	
(D)(3) Ensuring equitable distribution of effective teachers and principals:	
(i) High-poverty and/or high-minority schools	Comments from LEA(optional)
Agreement 22. LEA affirms it will track and ensure equitable distribution of effective teachers and principals in high-poverty and/or high-minority schools, as the available pool of teachers and principals allows.	
(ii) Hard-to-staff subjects and specialty areas	Comments from LEA (optional)
Agreement 23. LEA affirms it will track and ensure equitable distribution of effective teachers in hard-to-staff subjects and specialty areas, as the available pool of teachers allows.	
(D)(5) Providing effective support to teachers and principals:	
(i) Quality professional development	Comments from LEA (optional)
Agreement 24. LEA, in collaboration with its Teacher Quality Committee where applicable, will ensure its professional development to improve teaching and learning follows the Iowa Professional Development Model.	
Agreement 25. LEA will submit examples of teacher and student work to support professional development.	
Agreement 26. LEA will use data on student achievement and growth to determine the professional development it	

provides/requires.	
(ii) Measure effectiveness of professional development	Comments from LEA (optional)
Agreement 27. LEA, with its Teacher Quality Committee where applicable, will evaluate the impact of professional development on teacher practice and the resulting impact on student achievement and growth and improve professional development as a result.	

VII. SIGNATURES

President of School Board for the LEA (required):

Signature/Date

Print Name/Title

Superintendent for the LEA:

Signature/Date

Print Name/Title

Authorized Representative of Local Teachers Association:

Signature/Date

Print Name/Title

Iowa Director of Education:

Signature/Date

Print Name/Title